

## **REMARKS**

### **Declaration**

The oath or declaration is not defective.

### **Amendment of Claims**

While the above amendments make many changes to the claims, except for claim 72, none of them make a substantive change to the claim and none of them were required to overcome cited references. Claim 72 was amended to incorporate the limitations of dependent claim 75. The other changes were made to make the claims more clear and to make it easier to understand their meaning. In particular, for example, in claim 47, the limitation of element c was already included in element b following a "thereby" clause. The language of element c is written from the perspective of actions on the server rather than the perspective of actions on the client which is the perspective indicated in the "thereby" clause.

### **Claim 47**

The Examiner has rejected claim 47 as anticipated by Kiraly. Element (b) of claim 47 specifies a step of providing to a client computer across a network from a server computer a work of authorship and, associated with said work, a hot spot. The specification states on page three lines 9 – 12 that a "hot spot" is something that is incorporated into a viewable image transmitted to the user. The Examiner asserts that the limitation of a hot spot in element (b) of claim 47 is met by the "tag" (reference numeral 1030) of Kiraly. However, the "tag" in Kiraly is not incorporated into a viewable image that is transmitted to the client computer. Instead, it is a small portion of information associated with a larger record of information on a server which identifies to a client computer a certain portion of the information on the server of interest to the client computer. It is a form of metatag. In Kiraly, the term "hypertext link" is synonymous with the term "hotspot" in claim 47. The term "tag" is not.

Furthermore, there is nothing in Kiraly that corresponds with the "unique work identifier" of element (a) in claim 47. In Kiraly, the "identifier" in column 15 at line 19 identifies "the licensee." In Kiraly, the "licensee" is a client computer or a person owning and operating a client computer. This identifier which identifies a computer or a person that owns or operates it does not meet the limitation of a "work" identifier of element (a) of claim 47.

As claim 47 is allowable over Kiraly, the claims which depend from it, 48-56, are also allowable.

#### **Claim 57**

Element a of claim 57 specifies that the server presents a plurality of web pages, "each web page associated with one of a plurality of source works of authorship". Kiraly does not disclose such a one-to-one relationship between web pages and works of authorship. While Kiraly mentions that there might be various versions of the "intelligent assistant" there is no suggestion that each version might have a different web page presenting an offer of a license to use that version.

Furthermore, although Kiraly implies that a record is maintained on a central computer for each license granted and, presumably, the record has some kind of identifier, Kiraly does not disclose that the record is posted on a server accessible by a client computer, as specified in element c of claim 57, or that the record identifier is provided to the client, as specified in element d of claim 57.

As claims 58 - 64 depend from claim 57, they are also allowable.

#### **Claim 65**

Element b of claim 65 specifies "an identifier associated with the publisher" which, in element c, is provided from the server system to the client system. Although Kiraly includes an identifier, as discussed above, it is an identifier of the licensee, not the publisher (licensor).

Furthermore, Kiraly does not disclose that such an identifier might be included in subsequently published copies of the work as specified in the second line of element c.

Yet again furthermore, Kiraly does not disclose that the identifier might be used to access terms for licensing the work as specified in the last clause of element c. In Kiraly, the identifier is assigned after a license is granted, not before.

As claims 66 – 68 depend from claim 65, they are also allowable.

#### **Claim 69**

Claim 69 has been rejected based on a combination of Kiraly and Shi under §103. Element e of claim 69 specifies that an identifier which identifies a record on a server containing terms for licensing a work authorship is included in subsequently published copies of the work of authorship so that a person viewing one of the works may access the terms for licensing the work on the server system. Neither Kiraly nor Shi teaches the use of an identifier to identify a work or a set of works. Neither Kiraly nor Shi teaches including an identifier in subsequently published copies of a work or a set of works.

The identifier mentioned in Kiraly is an identifier of the licensee not an identifier of the work of authorship, and this identifier is not included in the work of authorship so that licensing information may be viewed by others. While Shi discloses a system in which an identifier is sent from a server system to a client system, this is an identifier that identifies the client's system, not an identifier that identifies a work of authorship. Furthermore, the identifier in Shi is not included in a published copy of a work of authorship so that others viewing the work may access terms for licensing.

The Examiner asserts that it would have been obvious to include Shi's client identifier in subsequently published copies of works of authorship so that a person viewing one of the works may access terms for licensing the work. However, this assertion is entirely unsupported and unworkable. The identifier referred to in Shi is a "persistent client state object", (aka cookie), but in Fig 4, items 81 and 84, we see that they are routinely destroyed and new (i.e. different) ones are made. Therefore, should the user cause the destruction of their cookie in Shi (say, by logging out or otherwise ending their session and then starting a new session, possibly on a different computer), a new cookie would be generated and used. So to include these client identifiers in subsequent

works of authorship would be unworkable and nonsensical, as they would need to be continually updated whenever the client's cookie changed.

As claims 70 and 71 depend from claim 69 they are also allowable.

#### **Claim 72**

Claim 72 stands rejected as anticipated by Stefik. Stefik teaches away from the invention of claim 72. Claim 72 specifies that licensing terms are stored in a record on a server rather than being attached to a copy of a work of authorship. By contrast, Stefik specifies in many places that an essential aspect of his system is that usage rights ("licensing terms") are combined with content in each digital copy of a work of authorship. For this reason, the system of Stefik has no need for the invention of claim 72. In Stefik, any person who obtains a copy of a work of authorship can simply look within the digital contents of the document to determine the licensing terms.

This fundamental difference between Stefik and the invention claimed in 72 is expressed in two different clauses of claim 72. First, element (a) of claim 72 specifies that for a set of works of authorship, a "code corresponding to the licensing terms record" is generated. This code is then used by other parties to access the server via a second client computer system to access the licensing terms record. Stefik makes no mention of such a code because it unnecessary in Stefik. Although Stefik specifies that each work of authorship has a unique identifier which identifies it within a server, this is not a "code corresponding to the licensing terms record". In Stefik, there are as many copies of the licensing terms as there are copies of the work itself. There is no record with a primary purpose of containing the licensing terms or which only contains the licensing terms.

Second, element b of claim 72 specifies that, after a license is granted for a work of authorship, a license record is generated on a server which license record is "accessible from a client computer as a web page corresponding to the second code". Stefik does not suggest anything like this because in the Stefik system, digital works are protected with technology to prevent improper copying, and authorization certificates are used to insure that each copy is proper and each party that obtains the copy is entitled to do so. By contrast, the invention of claim 72 merely informs the rest of the world whether a

particular copy was made under a valid license as stated on a web page corresponding to a code which corresponds to the license.

Claims 73 – 76 depend from claim 72 and are therefore allowable over Stefik.

**Claims 77 – 83**

Claim 77 stands rejected as anticipated by Kiraly. Claim 77 corresponds with claim 57. Claim 77 is allowable over Kiraly for the same reasons as discussed above for claim 57.

Claims 78 – 80 depend from 77 and are therefore allowable over Kiraly.

Claim 81 stands rejected as anticipated by Kiraly. Claim 81 corresponds with claim 65 and is allowable over Kiraly for the same reasons as discussed above for claim 65.

Claims 82 – 83 depend from 81 and are therefore allowable over Kiraly.

If the Examiner has any questions regarding this matter, applicants request the Examiner contact the undersigned at the number listed below

Respectfully submitted,

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